DRAFT
AMENDMENT TO CONSULTANT SERVICE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND HIGH LINE CORPORATION
FOR PAYROLL SYSTEM APPLICATION UPGRADE
AND IMPLEMENTATION SERVICES

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and HIGH LINE CORPORATION, a Canadian corporation ("CONSULTANT").

WHEREAS, on September 23, 2002, CITY and CONSULTANT entered into a Consultant Service Agreement whereby CONSULTANT would provide professional services necessary for the upgrade and implementation of its human resources/payroll application; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

Section 2. Time for Performance - Delete first sentence and replace it with the following:

The term of this Agreement shall be from August 28, 2002, through December 31, 2005, unless otherwise terminated.

Section 4. Payment of Fees and Expenses - Delete second sentence and replace it with the following:

In no event shall the total amount of compensation payable under this Agreement exceed Two Hundred Sixty Seven Thousand Five Hundred Fifty and no/100 Dollars ($267,550.00).

Exhibit "A". P2K Upgrade Cost Proposal

Paragraph 1.2 - Implementation Costs - Increase total cost to $147,600 for additional support during acceptance and parallel testing, remote project management and ad hoc technical support.

Paragraph 1.4 = Custom Programming - Add the development of a Quick Time Entry Screen at a cost of $20,000 and the development of three interfaces (MHN Benefits, Vision Service Benefit, and National Deferred Benefit) at a cost not to exceed $26,100.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST: CITY OF SUNNYVALE ("CITY")

By _____   By _____
         City Clerk   City Manager

APPROVED AS TO FORM: HIGH LINE CORPORATION
                                               ("CONSULTANT")

By _____   By _____
       City Attorney

                                    _____
                                         Name and Title

                                    By _____

                                    _____
                                         Name and Title